

**CITY COUNCIL  
ATLANTA, GEORGIA**

**AN ORDINANCE  
BY FINANCE/EXECUTIVE COMMITTEE**

**03- -2108**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DEKALB COUNTY, GEORGIA, CONSENTING TO THE ALLOCATION OF GOVERNMENTAL SERVICES TO BE PROVIDED TO PROPERTY OWNED AND DEVELOPED BY DEGAGE PROPERTIES, INC. WHICH IS LOCATED BOTH IN THE CITY OF ATLANTA AND DEKALB COUNTY WHICH WILL TRAVERSE JURISDICTIONAL BOUNDARIES; AND FOR OTHER PURPOSES.**

**WHEREAS**, Denage Properties, Inc. is the owner of certain real property located at 1078 Moreland Avenue more particularly described in Exhibit "A" (the "Property"). The Property is located both in the city limits of Atlanta and in unincorporated DeKalb County; and

**WHEREAS**, Denage Properties, Inc. proposes to develop said property and construct improvements thereon consisting of a 32 attached single family residential units and related amenities (hereinafter the "Improvements"), such Improvements to be located both in the city limits of Atlanta and in unincorporated DeKalb County; and

**WHEREAS**, pursuant to these Improvements five of the residential units will be located in the City of Atlanta, 27 residential units will be located in unincorporated DeKalb County;

**WHEREAS**, in order to ensure the orderly, economical and logical provision of certain public services to the Property, an Intergovernmental Agreement between the City of Atlanta and DeKalb County, is desirable to resolve potential governmental conflicts concerning building permits, certificates of occupancy, building code enforcement and water and sanitary sewer service, as well as to define the first responder for police, fire and emergency services for the structure that bisects jurisdictional lines;

**WHEREAS**, an Intergovernmental Agreement is required by Article IX, Section II, Paragraph 3(b)(1) of the Georgia Constitution, to provide for the provision of certain public services by local governments outside of their jurisdictional boundaries; and

**WHEREAS**, the Council of the City of Atlanta deems it to be in the best interests of the City to enter into such an Intergovernmental Agreement;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, AS FOLLOWS:**

**SECTION ONE**

That the Mayor be authorized to execute an Intergovernmental Agreement on behalf of the City of Atlanta with DeKalb County which provides for the delivery of certain public services to the Property and which addresses the provision of overlapping services between jurisdictions.

**SECTION TWO**

That the Intergovernmental Agreement be in a form similar to that attached as Exhibit "B" hereto. This agreement shall not be binding on the City, and the City shall not incur liability on same until it is executed by the Mayor, and delivered to the contracting parties.

**SECTION THREE**

That any provision of Part 8, Chapter 2, of the Code of ordinances pertaining to permitting, payment of fees and building code enforcement are hereby waived to the extent of any conflict with the delegation of such authority to DeKalb County.

**SECTION FOUR**

That all other ordinances and parts of ordinances in conflict herewith be waived for this time only.

Harry,  
These two exhibits  
should be attached  
to the Ordinance I gave  
you earlier for the  
Intergero. Agre.

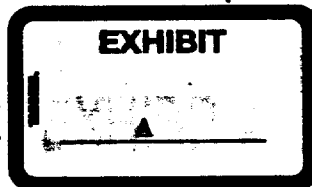
Wid B  
6461

## DESCRIPTION

ig and being in Land Lot 145 of the 15<sup>th</sup> District  
more particularly described as follows:

Beginning at a point at the center line of Skyhaven Road of the Easternly side of Moreland Avenue which is 463 feet South of the East side of Land Lot 145 as measured along the eastern side of Moreland Avenue; running thence north 06 degrees 16 minutes 12 seconds East a chord distance of 187.26 feet along the easternly side of Moreland Avenue to a point; running thence South 83 degrees 53 minutes 27 seconds East 20.0 feet to a point; running thence South 06 degrees 16 minutes 12 seconds West 187.26 feet to a point; running thence North 83 degrees 51 minutes 51 seconds West 20.0 feet to a point on the Easternly side of Moreland Avenue and the point of beginning. Being improved property known as No. 1078 Moreland Avenue according to the present system of numbering houses in DeKalb County, Georgia and as more particularly known on a survey for Degage Properties Inc. prepared by Solar Land Surveying.

EXHIBIT



## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2003 by and between the CITY OF ATLANTA, a political subdivision of the State of Georgia (the "City") and DEKALB COUNTY, a political subdivision of the State of Georgia ("DeKalb").

### WITNESSETH:

WHEREAS, Degage Properties, Inc., is the owner of certain real property located at Moreland Avenue, which property is more particularly shown in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"). The Property is located in the City (within DeKalb County) and in unincorporated DeKalb; and

WHEREAS, Degage proposes to develop the Property into a subdivision with thirty-two (32) single family dwellings with related amenities (the "Developments"), such Developments to be located in both the City and in unincorporated DeKalb (hereinafter referred to as the "Project"); and

WHEREAS, the Project is more particularly described in detailed plans and specifications, including without limitation, engineers' and architects' drawings and further including that certain Preliminary Plat prepared by Geoderm Engineers & Scientists, Inc., dated September 30, 2002, a copy of which has been delivered to and received and reviewed by the City and DeKalb (the "Plat"); and

WHEREAS, pursuant to the Plat, five of the residences will be located in the City and 27 of the residences will be located in the unincorporated portion of DeKalb; and

WHEREAS, the Property currently is zoned by all governmental jurisdictions to accommodate the Project as reflected in the Plat; and

WHEREAS, in order to ensure the orderly, economical and logical provision of certain public services to the residents and owners of the Project, the City and DeKalb wish to resolve any potential governmental conflicts concerning land disturbance permits, building permits, certificates of occupancy, and building code enforcement for one or more structures which are bisected by jurisdictional lines, and to provide for water service and sewer service to the entire Project; and

WHEREAS, Article IX, Section II, Paragraph 3(b)(1) of the Georgia Constitution authorizes and requires local governments to enter into agreements with each other for the provision of certain public services outside their jurisdictional limits.

**EXHIBIT**

**B**

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the City and DeKalb do hereby agree as follows:

1.

The parties agree that DeKalb shall have exclusive jurisdiction for approving, inspecting and permitting for the sanitary sewer lines to serve the project which are to be located within the City, pursuant to the ordinances and regulations of DeKalb. In addition, the parties agree that the City shall have exclusive jurisdiction for approving, inspecting, and permitting for the water lines to serve the Project that are located within DeKalb, pursuant to the ordinances and regulations of the City. Nothing herein shall be construed to allocate or confer responsibility or jurisdiction over the Project for matters not expressly set forth herein, including, without limitation, issues relating to emergency services, law enforcement, judicial services, fire protection and other similar services. Such services shall be provided by the jurisdiction in which the relevant portion of the Project is located.

2.

The City agrees that DeKalb shall receive and review the plans and specifications for the necessary permits for the design and construction of the Project. DeKalb will collect all fees applicable for the necessary permits for the design and construction of the Project. DeKalb will collect all fees applicable to such permitting and inspections.

3.

DeKalb assumes all responsibility for the approval and issuance of all permits relating to construction of the Project and shall further be responsible for all inspections of the Project, including inspections to be conducted after the issuance of the certification of occupancy ("C.O.") for the Project; all in accordance with applicable DeKalb laws, ordinances and regulations. DeKalb shall have sole and final authority to issue a C.O. for the Project.

4.

The City shall provide water service to the entire Project from existing water mains in Moreland Avenue, as more particularly shown on the Plat. The City of Atlanta Water Bureau will receive the application for such service, collect the appropriate tap fees and make the necessary connections. The City shall bill for water usage at the Project in accordance with standard practices and procedures.

5.

DeKalb shall provide sanitary sewer services to the entire Project, collect applicable sewer tap fees and approve the sewage service plan. DeKalb shall bill for sanitary service and charges in accordance with standard practices and procedures. The City shall not impose any fees on Degage or any subsequent owner of the Project for sanitary sewer services.

**Miscellaneous**

6.

This agreement is intended to run with the land and shall be binding upon the respective governmental jurisdictions and the present and any subsequent owner of the Property. This Agreement may be recorded in the real property records of DeKalb and Fulton Counties, Georgia.

7.

This agreement shall not be binding and may not be recorded until the appropriate authorities in each of the respective jurisdictions grant formal approval. By its execution hereof, each of the undersigned jurisdictions represents that all necessary action has been taken to authorize and approve this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representatives or officers effective as of the date first written:

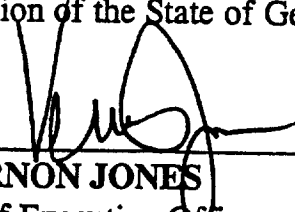
CITY OF ATLANTA, a political  
subdivision of the State of Georgia

By: \_\_\_\_\_

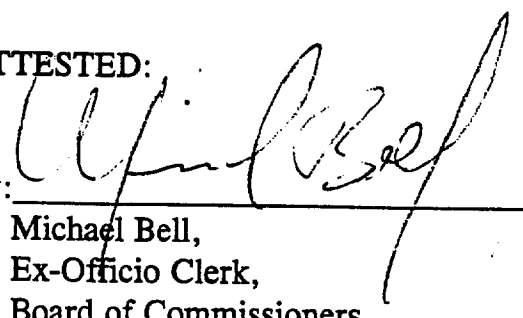
Title: \_\_\_\_\_

[Signatures continued on the following page]


DEKALB COUNTY, a political  
subdivision of the State of Georgia

By:  (SEAL)  
VERNON JONES  
Chief Executive Officer  
DeKalb County, Georgia


ATTESTED:

By:   
Michael Bell,  
Ex-Officio Clerk,  
Board of Commissioners  
DeKalb County, Georgia

APPROVED AS TO FORM:

  
Charles Hicks  
County Attorney

APPROVED AS TO SUBSTANCE:

  
Raymond R. White  
Director of Planning